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Leinart Law Firm

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Dallas, Texas 75243

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IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

In re: Jason Ray French xxx-xx-7641 § Case No: 18-44931-elm-13

1312 Constance Drive § Date: 1/11/2019 Fort Worth, TX 76131 §

> § Chapter 13

§

Kylee Wayne Williams xxx-xx-9675

1312 Constance Drive Fort Worth, TX 76131

Debtor(s)

DEBTOR'S(S') CHAPTER 13 PLAN (CONTAINING A MOTION FOR VALUATION)

DISCLOSURES

V	This Plan does not contain any Nonstandard Provisions.
	This Plan contains Nonstandard Provisions listed in Section III.
	This Plan does not limit the amount of a secured claim based on a valuation of the Collateral for the claim
V	This <i>Plan</i> does limit the amount of a secured claim based on a valuation of the <i>Collateral</i> for the claim.

This Plan does not avoid a security interest or lien.

Language in italicized type in this Plan shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this Plan as if fully set out herein.

Page 1

Value of Non-exempt property per § 1325(a)(4): Plan Payment: Variable \$0.00 Plan Term: 60 months Monthly Disposable Income per § 1325(b)(2): \$0.00 Plan Base: \$42,644.00 Monthly Disposable Income x ACP ("UCP"): \$0.00

Applicable Commitment Period: 36 months

18-44931-elm-13 **Jason Ray French** Debtor(s):

Kylee Wayne Williams

MOTION FOR VALUATION

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the Plan, Debtor(s) hereby move(s) the Court to value the Collateral described in Section I, Part E.(1) and Part F of the Plan at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the Trustee's pre-hearing conference regarding Confirmation or shall be deemed waived.

SECTION I DEBTOR'S(S') CHAPTER 13 PLAN - SPECIFIC PROVISIONS FORM REVISED 7/1/17

A.	PL/	PLAN PAYMENTS:			
		Debtor(s) propose(s) to pay to the Trustee the sum of:			
		\$500.00 per month, months 1 to 2 .			
		\$718.00 per month, months 3 to 60 .			
		For a total of\$42,644.00 (estimated "Base Amo	unt").		
		First payment is due1/13/2019			
		The applicable commitment period ("ACP") is36_ mo	onths.		
		Monthly Disposable Income ("DI") calculated by Debtor(s) per § 1325(b)(2) is:	\$0.00	
		The Unsecured Creditors' Pool ("UCP"), which is DI x A0 \$0.00	CP, as estimated by the De	ebtor(s), shall be no less tha	n:
		Debtor's(s') equity in non-exempt property, as estimated \$0.00 .	by Debtor(s) per § 1325(a)(4), shall be no less than:	
В.	ST	STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:			
		CLERK'S FILING FEE: Total filing fees paid through the state of t	ne <i>Plan</i> if any are \$	0.00 and shall be pa	id in full
	••	prior to disbursements to any other creditor.	<u>Ψ</u>	and shall be pa	ia iii iaii
	2.	2. STATUTORY TRUSTEE'S PERCENTAGE FEE(S) ANI	NOTICING FEES: Trus	stee's Percentage Fee(s) ar	nd any
		noticing fees shall be paid first out of each receipt as pro	ovided in General Order 20	17-01 (as it may be superse	eded or
		amended) and 28 U.S.C. § 586(e)(1) and (2).			
	3.				•
		Obligation directly to the DSO claimant. Pre-petition Do the following monthly payments:	mestic Support Obligations	per Schedule "E/F" shall be	e paid in
		and following monthly payments.			
		DSO CLAIMANTS SCHE	ED. AMOUNT %	TERM (APPROXIMATE)	TREATMENT
				(MONTHS TO)	\$ PER MO.
C.	ΑT	ATTORNEY FEES: To Leinart Law Firm	, total: \$3 ,	700.00 ;	
			d by the <i>Trustee</i> .		

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Case No: 18-44931-elm-13
Debtor(s): Jason Ray French
Kylee Wayne Williams

D (4)	DDE DETITION	MORTGAGE AF	
ווו.ע	PRE-PETITION	WUR I GAGE AF	KREAKAGE.
(-/			

MORTGAGEE	SCHED.	DATE	%	TERM (APPROXIMATE)	TREATMENT
	ARR. AMT	ARR. THROUGH		(MONTHS TO)	

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

MORTGAGEE	# OF PAYMENTS	CURRENT POST-	FIRST CONDUIT
	PAID BY TRUSTEE	PETITION MORTGAGE	PAYMENT DUE DATE
		PAYMENT AMOUNT	(MM-DD-YY)

D.(3) POST-PETITION MORTGAGE ARREARAGE:

MORTGAGEE	TOTAL	DUE DATE(S)	%	TERM (APPROXIMATE)	TREATMENT
	AMT.	(MM-DD-YY)		(MONTHS TO)	

E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:

Α.

Λ.					
CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT Per Mo.
В.	•			•	
CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
Sam's Appliances & Furniture Household Appliances/Furniture	\$2,860.00	\$1,430.00	0.00%		Pro-Rata
Sam's Appliances & Furniture Household Appliances/Furniture	\$2,232.00	\$1,116.00	0.00%		Pro-Rata
Sam's Appliances & Furniture Household Appliances/Furniture	\$343.00	\$171.50	0.00%		Pro-Rata

To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the *Debtor(s)* retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:

CarMax Auto Finance 2016 Chrysler Town & Country	\$21,511.00	5.00%		Pro-Rata
CREDITOR / COLLATERAL	SCHED. AMT.	%		TREATMENT Pro-rata
В.	•		•	
CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT Per Mo.
A.				

The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

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Case No: 18-44931-elm-13
Debtor(s): Jason Ray French
Kylee Wayne Williams

F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

CREDITOR /	SCHED. AMT.	VALUE	TREATMENT
COLLATERAL			

Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this Plan shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the Debtor(s).

G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:

CREDITOR	COLLATE	ERAL	SCHED. AMT.
H. PRIORITY CREDITORS OTHER THAN DOMESTIC S	UPPORT OBLIGATIONS:		
CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS TO)	TREATMENT
Internal Revenue Service	\$7,132.00	Month(s) 1-60	Pro-Rata
I. SPECIAL CLASS:			
CREDITOR	SCHED. AMT.	TERM (APPROXIMATE)	TREATMENT

(MONTHS

TO

JUSTIFICATION:

J. UNSECURED CREDITORS:

	_	
CREDITOR	SCHED. AMT.	COMMENT
Aaron's Sales & Lease	\$0.00	
Aaron's Sales & Lease	\$0.00	
Ad Astra Recovery	\$1,535.00	
AMCA	\$0.00	
AMCA/American Medical Collection Agency	\$280.00	
AMCA/American Medical Collection Agency	\$206.00	
AMCA/American Medical Collection Agency	\$194.00	
AMCA/American Medical Collection Agency	\$150.00	
Applied Bank	\$1,219.00	
Applied Bank	\$222.00	
Blakely Witt & Assoc	\$2,008.00	
Capital One	\$0.00	
Capital One	\$0.00	
Citicards	\$370.00	

Kylee wayne williams	
CMRE Financial Services	\$980.00
CMRE Financial Services	\$569.00
CMRE Financial Services	\$526.00
CMRE Financial Services	\$289.00
CMRE Financial Services	\$54.00
Comcast	\$0.00
Commonwealth Financial Systems	\$960.00
Commonwealth Financial Systems	\$475.00
Commonwealth Financial Systems	\$3,249.00
Commonwealth Financial Systems	\$1,119.00
Conn's Appliance Inc	\$0.00
Conn's Appliance Inc	\$0.00
Conn's Appliance Inc	\$0.00
Convergent Outsourcing, Inc.	\$200.00
Credit Acceptance	\$0.00
Credit Collection Service	\$280.00
Credit Collection Service	\$280.00
Credit Collection Service	\$262.00
Credit One Bank	\$0.00
Credit One Bank	\$0.00
Credit Systems International, Inc	\$705.00
Credit Systems International, Inc	\$705.00
Credit Systems International, Inc	\$345.00
Credit Systems International, Inc	\$333.00
Credit Systems International, Inc	\$319.00
Credit Systems International, Inc	\$257.00
Credit Systems International, Inc	\$226.00
Credit Systems International, Inc	\$222.00
Credit Systems International, Inc	\$199.00
Credit Systems International, Inc	\$199.00
Credit Systems International, Inc	\$185.00
Credit Systems International, Inc	\$168.00
Credit Systems International, Inc	\$162.00
Credit Systems International, Inc	\$157.00
Credit Systems International, Inc	\$127.00
Credit Systems International, Inc	\$121.00
Credit Systems International, Inc	\$109.00
Credit Systems International, Inc	\$75.00
Credit Systems International, Inc	\$75.00 \$75.00
Credit Systems International, Inc	\$67.00
Credit Systems International, Inc	\$53.00
Credit Systems International, Inc	\$45.00
Stoak Systems international, Inc	Ψ-0.00

Kylee Wayne Williams	
Credit Systems International, Inc	\$44.00
Credit Systems International, Inc	\$40.00
Credit Systems International, Inc	\$40.00
Credit Systems International, Inc	\$38.00
Credit Systems International, Inc	\$36.00 \$36.00
Credit Systems International, Inc	\$36.00 \$36.00
Credit Systems International, Inc	\$35.00 \$35.00
Credit Systems International, Inc	\$35.00
Credit Systems International, Inc	\$34.00
Credit Systems International, Inc	\$34.00
Credit Systems International, Inc	\$34.00
Credit Systems International, Inc	\$33.00
Credit Systems International, Inc	\$33.00
Credit Systems International, Inc	\$33.00
Credit Systems International, Inc	\$31.00
Credit Systems International, Inc	\$29.00
Credit Systems International, Inc	\$26.00
Discover Financial	\$201.00
Dish Network	\$0.00
Diversified Consultants, Inc.	\$0.00
Emcare DFW Emergency Physicians	\$0.00
Financial Control Services	\$985.00
Financial Control Services	\$923.00
Financial Control Services	\$915.00
Financial Control Services	\$915.00
Financial Control Services	\$712.00
Financial Control Services	\$658.00
Financial Control Services	\$645.00
Financial Control Services	\$645.00
Financial Control Services Financial Control Services	
	\$645.00 \$435.00
Financial Control Services	\$425.00
Fingerhut	\$1,451.00
Fingerhut	\$0.00
Helvey & Associates	\$100.00
I C System Inc	\$95.00
Jefferson Capital Systems, LLC	\$4,241.00

Lone Star Radiology	\$0.00	
LVNV Funding/Resurgent Capital	\$683.00	
Mariner Finance	\$0.00	
Medical City Alliance	\$124,151.27	
Medical City Alliance	\$21,706.49	
Medical Tox Labs	\$65.00	
Merchants & Medical Credit Corp	\$797.00	
MidAmerica Bank & Trust Company	\$0.00	
MidAmerica Bank & Trust Company	\$0.00	
Midwest Recovery Systems	\$1,832.00	
Midwest Recovery Systems	\$1,299.00	
Nationwide Recovery	\$1,615.00	
Nationwide Recovery	\$1,585.00	
North Texas Surgical Specialist	\$2,055.00	
NTTA	\$781.69	
NTTA	\$22.02	
One Advantage, LLC	\$107.00	
One Advantage, LLC	\$95.00	
Propath	\$0.00	
Questcard Medical	\$0.00	
Radiological Assoc	\$0.00	
Reliant Energy	\$0.00	
Sam's Appliances & Furniture	\$1,430.00	Unsecured portion of the secured debt (Bifurcated)
Sam's Appliances & Furniture	\$1,116.00	Unsecured portion of the secured debt (Bifurcated)
Sam's Appliances & Furniture	\$171.50	Unsecured portion of the secured debt (Bifurcated)
Sam's Appliances & Furniture	\$0.00	
Sam's Appliances & Furniture	\$0.00	
Security Check	\$1,942.00	
Security Finance Corp	\$0.00	
Security Finance Corp	\$0.00	
Security Finance Corp	\$0.00	
Southwest Recovery Service	\$2,487.00	
Southwest Rehab Associates	\$0.00	
Speedy Cash	\$0.00	
Sunbelt Credit	\$1,130.00	
Synerprise Consulting Services, Inc	\$203.00	
Tempoe, LLC dba Why Not Lease It	\$0.00	
Texas Health Harris Methodist	\$0.00	
Texas Health Physicians Group	\$0.00	
Texas Medicine Resources	\$0.00	
Texas Pain Institute	\$630.00	
Texas Radiology Associates	\$0.00	
Transworld System Inc	\$614.00	
TXU/Texas Energy	\$537.00	
United Revenue Corp	\$1,254.00	

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Debtor(s): Jason Ray French
Kylee Wayne Williams

United Revenue Corp	\$1,254.00	
United Revenue Corp	\$1,254.00	
United Revenue Corp	\$1,254.00	
United Revenue Corp	\$1,100.00	
United Revenue Corp	\$947.00	
United Revenue Corp	\$841.00	
United Revenue Corp	\$841.00	
United Revenue Corp	\$738.00	
United Revenue Corp	\$735.00	
United Revenue Corp	\$635.00	
United Revenue Corp	\$482.00	
United Revenue Corp	\$482.00	
United Revenue Corp	\$423.00	
UNT Health	\$0.00	
US Anesthesia Partners	\$6,696.00	
Vance & Huffman Llc	\$3,450.00	
Verizon Wireless	\$3,494.00	
Wise Credit Llc	\$12,407.00	
Wise Emergency Medical Associates	\$0.00	
TOTAL SCHEDULED UNSECURED:	\$248,192.97	

The Debtor's(s') estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is _______.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE)	TREATMENT
			(MONTHS TO)	

SECTION II DEBTOR'S(S') CHAPTER 13 PLAN - GENERAL PROVISIONS FORM REVISED 7/1/17

A. SUBMISSION OF DISPOSABLE INCOME:

Debtor(s) hereby submit(s) future earnings or other future income to the Trustee to pay the Base Amount.

B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

C. ATTORNEY FEES:

Debtor's(s') Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the *Debtor's(s')* Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:

Current Post-Petition Mortgage Payment(s) shall be paid by the Trustee as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The Current Post-Petition Mortgage Payment(s) indicated in Section I, Part D.(2) reflects what the Debtor(s) believe(s) is/are the periodic payment amounts owed to the Mortgage Lender as of the date of the filing of this Plan. Adjustment of the Plan Payment and Base Amount shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

D.(3) POST-PETITION MORTGAGE ARREARAGE:

The Post-Petition Mortgage Arrearage shall be paid by the Trustee in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(I) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

G. DIRECT PAYMENTS BY DEBTOR(S):

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

I. CLASSIFIED UNSECURED CLAIMS:

Classified unsecured claims shall be treated as allowed by the Court.

J. GENERAL UNSECURED CLAIMS TIMELY FILED:

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the Trustee as indicated in Section I, Part K.

L. CLAIMS TO BE PAID:

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

M. ADDITIONAL PLAN PROVISIONS:

Any additional Plan provisions shall be set out in Section III, "Nonstandard Provisions."

N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

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Debtor(s): Jason Ray French
Kylon Wayne William

Kylee Wayne Williams

O. CLAIMS NOT FILED:

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

R. BUSINESS CASE OPERATING REPORTS:

Upon the filing of the *Trustee*'s 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee*'s 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee*'s duties but not the *Trustee*'s right to investigate or monitor the *Debtor's(s')* business affairs, assets or liabilities.

S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s')* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s')* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:

Debtor(s) shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by Debtor(s), prior to discharge, without consent of the Trustee or order of the Court after notice to the Trustee and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the *Case* is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the *Case* was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the *Case* is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the Case post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the Case, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

U. ORDER OF PAYMENT:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

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Case No: 18-44931-elm-13
Debtor(s): Jason Ray French
Kylee Wayne Williams

- 1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.
- 2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.
- 3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.
- 4th -- Attorney Fees in C, which must be designated to be paid pro-rata.
- 5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.
- 6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.
- 7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.
- 8th -- Any Creditors listed in D.(1), if designated to be paid per mo.
- 9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.
- 10th -- All amounts allowed pursuant to a Notice of Fees, Expenses and Charges, which will be paid pro-rata.
- 11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.
- 12th -- Special Class in I, which must be designated to be paid per mo.
- 13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.
- 14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.
- 15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.
- 16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.
- 17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

V. POST-PETITION CLAIMS:

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, Debtor(s) will modify this Plan.

W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:

See the provisions of the General Order regarding this procedure.

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Case No: 18-44931-elm-13
Debtor(s): Jason Ray French

/s/ Marcus Leinart

Marcus Leinart, Debtor's(s') Counsel

Kylee Wayne Williams

SECTION III
NONSTANDARD PROVISIONS

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

None.

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

//s/ Marcus Leinart
Marcus Leinart, Debtor's(s') Attorney

Debtor (if unrepresented by an attorney)

Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

00794156

State Bar Number

4 Westchester Plaza, Suite 110

Elmsford, NY 10523

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the ______11th day of January, 2019 _____:

(List each party served, specifying the name and address of each party)

Dated: January 11, 2019	/s/ Marcus Leinart					
	Marcus Leinart, Debtor's(s') Counsel					
Aaron's Sales & Lease xxxxxxx2066 Attn: Bankruptcy PO Box 100039 Kennesaw, GA 30156	AMCA/American Medical Collection Agency xxxxxxxxx9580 Attention: Bankruptcy 4 Westchester Plaza, Suite 110 Elmsford, NY 10523	Capital One xxxxxxxxxxxx9528 Attn: Bankruptcy PO Box 30285 Salt Lake City, UT 84130				
Aaron's Sales & Lease xxxxxxx2055 Attn: Bankruptcy PO Box 100039 Kennesaw, GA 30156	AMCA/American Medical Collection Agency xxxxxxxxx6765 Attention: Bankruptcy 4 Westchester Plaza, Suite 110 Elmsford, NY 10523	CarMax Auto Finance xxxx5687 Attn: Bankruptcy PO Box 440609 Kennesaw, GA 30160				
Ad Astra Recovery xxx0842 7330 West 33rd Street North Suite 118 Wichita, KS 67205	Applied Bank xxxxxxxxxxxx9299 Po Box 17125 Wilmington, DE 19850	Citicards xxxxxxxxxxxxx1588 Citicorp Credit Services/Attn: Centrali: PO Box 790040 Saint Louis, MO 63179				
AMCA xxxxxxx9829 4 Westchester Plaza Ste. 110 Elmsford, NY 10523	Applied Bank xxxxxxxxxxxx1345 Attn: Bankruptcy PO Box 17125 Wilmington, DE 19850	CMRE Financial Services xxxxxxxxxxxxxxxx2816 Attn: Bankruptcy 3075 E Imperial Hwy Ste 200 Brea, CA 92811				
AMCA/American Medical Collection Agency xxxxxxxxx6183 Attention: Bankruptcy 4 Westchester Plaza, Suite 110 Elmsford, NY 10523	Blakely Witt & Assoc xxxxxxxx2808 802 Highway 80 East Attn: Credit Dept. Mesquite, TX 75149	CMRE Financial Services xxxxxxxxxxxxxxxxx1827 Attn: Bankruptcy 3075 E Imperial Hwy Ste 200 Brea, CA 92811				
AMCA/American Medical Collection Agency xxxxxxxx8796 Attention: Bankruptcy	Capital One xxxxxxxxxxxxx5040 Attn: Bankruptcy PO Box 30285	CMRE Financial Services xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx				

Salt Lake City, UT 84130

Brea, CA 92811

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Case No: 18-44931-elm-13 Debtor(s): Jason Ray French **Kylee Wayne Williams**

CMRE Financial Services xxxxxxxxxxxxxxxx1557 Attn: Bankruptcy

3075 E Imperial Hwy Ste 200

Brea, CA 92811

CMRE Financial Services

xxxxxxxxxxxxxxx7000 Attn: Bankruptcy

3075 E Imperial Hwy Ste 200

Brea, CA 92811

Comcast

xxxx5698 Po Box 650063

Dallas, TX 75265-0063

Commonwealth Financial Systems

xxxxxxx43N1 Attn: Bankruptcy 245 Main Street

Dickson City, PA 18519

Commonwealth Financial Systems

xxxxxxx90N1 Attn: Bankruptcy 245 Main Street

Dickson City, PA 18519

Commonwealth Financial Systems

xxxxxxx21N1 Attn: Bankruptcy 245 Main Street

Dickson City, PA 18519

Commonwealth Financial Systems

xxxxxxx23N1 Attn: Bankruptcy 245 Main Street Dickson City, PA 18519

Conn's Appliance Inc

xxxxx6431

c/o Becket and Lee LLP

PO Box 3002

Malvern PA 19355-1245

Conn's Appliance Inc

xxxxx6430

c/o Becket and Lee LLP

PO Box 3002

Malvern PA 19355-1245

Conn's Appliance Inc

xxxxx5830

c/o Becket and Lee LLP

PO Box 3002

Malvern PA 19355-1245

Convergent Outsourcing, Inc.

Attn: Bankruptcy PO Box 9004 Renton, WA 98057

Credit Acceptance

xxxx7691

25505 West 12 Mile Rd

Suite 3000

Southfield, MI 48034

Credit Collection Service

xxxx1206 Attn: Bankruptcy PO Box 773

Needham, MA 02494

Credit Collection Service

xxxx4973 Attn: Bankruptcy PO Box 773

Needham, MA 02494

Credit Collection Service

xxxx9330 Attn: Bankruptcy PO Box 773

Needham, MA 02494

Credit One Bank xxxxxxxxxxx2049

ATTN: Bankruptcy PO Box 98873

Las Vegas, NV 89193

Credit One Bank xxxxxxxxxxxx0993 ATTN: Bankruptcy PO Box 98873

Las Vegas, NV 89193

Credit Systems International, Inc

xxxxx6453 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx0102 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc.

xxxxx6012 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc.

xxxxx8997 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx9638 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc.

xxxxx2236 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc.

xxxxx4741 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

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Case No: 18-44931-elm-13
Debtor(s): Jason Ray French
Kylee Wayne Williams

Credit Systems International, Inc

xxxxx6339 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx9614 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx6340 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx5730 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx7675 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx7676 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx7904 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc.

xxxxx7680 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004 Credit Systems International, Inc.

xxxxx9918 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx7678 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx6338 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc.

xxxxx3297 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx5686 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx0831 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx5474 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx3295 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004 Credit Systems International, Inc

xxxxx6678 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx6677 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx7184 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc.

xxxxx6847 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc.

xxxxx7191 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx7201 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx0863 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx5952 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

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Case No: 18-44931-elm-13
Debtor(s): Jason Ray French
Kylee Wayne Williams

Credit Systems International, Inc

xxxxx7681 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx0783 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx4945 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx7150 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx7180 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx6846 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx9516 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc.

xxxxx6164 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004 Credit Systems International, Inc.

xxxxx7677 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

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Credit Systems International, Inc

xxxxx7679 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc.

xxxxx8680 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc.

xxxxx7476 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx2892 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx6845 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx3296 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004 Credit Systems International, Inc

xxxxx7147 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx9485 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc

xxxxx7508 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Credit Systems International, Inc.

xxxxx9613 Attn: Bankruptcy PO Box 1088 Arlington, TX 76004

Discover Financial xxxxxxxxxxxx0647 PO Box 3025

New Albany, OH 43054

Dish Network Dept 0063

Palatine, IL 60055-0063

Diversified Consultants, Inc.

xxxx4918 Attn: Bankruptcy PO Box 551268 Jacksonville, FL 32255

Emcare DFW Emergency Physicians

P O Box 13837

Philadelphia, PA 19101

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Case No: 18-44931-elm-13
Debtor(s): Jason Ray French
Kylon Wayne William

Kylee Wayne Williams

Financial Control Services xxxxxxxxxxxxx9555 Attn: Bankruptcy PO Box 21626 Waco, TX 76702 Financial Control Services xxxxxxxxxxxxxx3827 Attn: Bankruptcy PO Box 21626 Waco, TX 76702 Jefferson Capital Systems, LLC xxxxxxxxx1003 PO Box 1999

Saint Cloud, MN 56302

Financial Control Services xxxxxxxxxxxxx3549 Attn: Bankruptcy PO Box 21626 Waco, TX 76702 Financial Control Services xxxxxxxxxxxxx0383 Attn: Bankruptcy PO Box 21626 Waco, TX 76702

Lone Star Radiology P.O. Box 730693 Dallas, TX 75373

Financial Control Services xxxxxxxxxxxxx3550 Attn: Bankruptcy PO Box 21626 Waco, TX 76702 Fingerhut xxxxxxxxxxxx6959 Attn: Bankruptcy PO Box 1250 Saint Cloud, MN 56395 LVNV Funding/Resurgent Capital xxxxxxxxxxxx0993 Attn: Bankruptcy PO Box 10497 Greenville, SC 29603

Financial Control Services xxxxxxxxxxxx7064 Attn: Bankruptcy PO Box 21626 Waco, TX 76702 Fingerhut xxxxxxxxxxxx7396 Attn: Bankruptcy PO Box 1250 Saint Cloud, MN 56395 Mariner Finance xxxxxxxx9319 8211 Town Center Dr Nottingham, MD 21236

Financial Control Services xxxxxxxxxxxxx6107 Attn: Bankruptcy PO Box 21626 Waco, TX 76702 Helvey & Associates xxx7135 1029 East Center St Warsaw, IN 46580 Medical City Alliance xxx7234 PO Box 743206 Atlanta, GA 30374-3206

Financial Control Services xxxxxxxxxxxxx5184 Attn: Bankruptcy PO Box 21626 Waco, TX 76702 I C System Inc xxxx5214 Attn: Bankruptcy P.O. Box 64378 St. Paul, MN 55164 Medical City Alliance xxx0080 PO Box 743206 Atlanta, GA 30374-3206

Financial Control Services xxxxxxxxxxxx7065 Attn: Bankruptcy PO Box 21626 Waco, TX 76702 Internal Revenue Service Centralized Insolvency Operations PO Box 7346 Philadelphia, PA 19101-7346

x7238 5501 W. Gray St. Tampa, FL 33609

Medical Tox Labs

Financial Control Services xxxxxxxxxxxx9363 Attn: Bankruptcy PO Box 21626 Waco, TX 76702 Jason Ray French 1312 Constance Drive Fort Worth, TX 76131 Merchants & Medical Credit Corp xxx8758 ATTN: Bankruptcy 6324 Taylor Drive Flint, MI 48507

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Case No: 18-44931-elm-13 Debtor(s): Jason Ray French **Kylee Wayne Williams**

MidAmerica Bank & Trust Company

xxxxxxxxxxxx9164 Attn: Bankruptcy PO Box 400 Dixon, MO 65459

NTTA

xxxxx9966 PO Box 660244 Dallas, TX 75266-0244 Sam's Appliances & Furniture

xxxxx4131 Attn: Bankruptcy

5050 East Belknap Street Haltom City, TX 76117

MidAmerica Bank & Trust Company

xxxxxxxxxxxx2655 Attn: Bankruptcy PO Box 400 Dixon, MO 65459

One Advantage, LLC

xxx4477

7650 Magna Dr. Belleville, IN 62223 Sam's Appliances & Furniture xxxxx5885 Attn: Bankruptcy

5050 East Belknap Street Haltom City, TX 76117

Midwest Recovery Systems

xxxxxxxxxxx4681 PO Box 899

Florissant, MO 63032

One Advantage, LLC

xxx4505

7650 Magna Dr. Belleville, IN 62223 Sam's Appliances & Furniture

xxxxx5550 Attn: Bankruptcy

5050 East Belknap Street Haltom City, TX 76117

Midwest Recovery Systems

xxxxxxxxxx5299 PO Box 899

Florissant, MO 63032

Pam Bassel

7001 Blvd 26, Suite 150 North Richland Hills, TX 76180 Sam's Appliances & Furniture

xxxxx5710 Attn: Bankruptcy

5050 East Belknap Street Haltom City, TX 76117

Nationwide Recovery

xxx4861

501 Shelley Dr Ste 300

Tyler, TX 75701

Propath

P O Box 678175 Dallas, TX 75267-8175 Sam's Appliances & Furniture

xxxxx5560 Attn: Bankruptcy

5050 East Belknap Street Haltom City, TX 76117

Nationwide Recovery

xxx4884

501 Shelley Dr Ste 300

Tyler, TX 75701

Questcard Medical PO Box 99082

Las Vegas, NV 89193

Security Check xxx1926

Attn: Bankruptcy Dept 2612 Jackson Ave W Oxford, MS 38655

North Texas Surgical Specialist

x1458

800 8th Ave. Ste. 306 Fort Worth, TX 76104-2602

Radiological Assoc PO Box 740968

Dallas ,TX 75374

Security Finance Corp

xxxxx0785 Attn: Bankruptcy PO Box 1893

Spartanburg, SC 29304

NTTA xxxxx5694 PO Box 660244 Dallas, TX 75266-0244 Reliant Energy PO Box 650475 Dallas, TX 75265-0475 Southwest Recovery Service xxxxxxxxxx1801 Attn: Bankruptcy Dept 17311 Dallas Pkwy #235

Dallax, TX 75248

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Case No: 18-44931-elm-13 Debtor(s): Jason Ray French **Kylee Wayne Williams**

Southwest Rehab Associates 2701 W. 15th St. Ste 629

Plano, TX 75075

Texas Pain Institute

x9350

1000 Lipscomb Ste. 110 Fort Worth, TX 76104-3182

Suite 120 Arlington, TX 76010

United Revenue Corp

xxx1820

204 Billings St

Speedy Cash

Attn: Bankruptcy Dept. PO Box 780408 Wichita, KS 67278

Texas Radiology Associates

PO Box 2285

Indianapolis, IN 46206-2285

United Revenue Corp

xxx5976 204 Billings St Suite 120

Arlington, TX 76010

Sunbelt Credit

xxxx1585 Attn: Bankruptcy 208 E. Main St.

Spartanburg, SC 28306

Transworld System Inc

xxxx7509 Attn: Bankruptcy PO Box 15618

Wilmington, DE 19850

United Revenue Corp

xxx9090 204 Billings St Suite 120

Arlington, TX 76010

Synerprise Consulting Services, Inc.

xxxx9378

Attn: Bankruptcy 5651 Broadmoor St Mission, KS 66202

TXU/Texas Energy xxxxxxxxxxx7096

Attn: Bankruptcy PO Box 650393

Dallas, TX 75265

United Revenue Corp

xxx7378 204 Billings St Suite 120

Arlington, TX 76010

Tempoe, LLC dba Why Not Lease It 1750 Elm Street Suite 1200

Manchester, NH 03104

United Revenue Corp

xxx1816 204 Billings St Suite 120

Arlington, TX 76010

United Revenue Corp

xxx5483 204 Billings St Suite 120

Arlington, TX 76010

Texas Health Harris Methodist

PO BOx 916051

Ft Worth, TX 76191-6051

United Revenue Corp

xxx8834 204 Billings St Suite 120

Arlington, TX 76010

United Revenue Corp

xxx2872 204 Billings St Suite 120

Arlington, TX 76010

Texas Health Physicians Group

P.O. Box 732262 Dallas, TX 75373-2262 United Revenue Corp

xxx5635 204 Billings St Suite 120

Arlington, TX 76010

United Revenue Corp

xxx1098 204 Billings St Suite 120

Arlington, TX 76010

Texas Medicine Resources

PO Box 8549

Ft Worth, TX 76124-0549

United Revenue Corp

xxx8879 204 Billings St Suite 120

Arlington, TX 76010

United Revenue Corp

xxx1495 204 Billings St Suite 120

Arlington, TX 76010

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18-44931-elm-13 Debtor(s): Jason Ray French **Kylee Wayne Williams**

United Revenue Corp

xxx5339 204 Billings St Suite 120

Arlington, TX 76010

United Revenue Corp xxx7622 204 Billings St

Suite 120

Arlington, TX 76010

United Revenue Corp

xxx0218 204 Billings St Suite 120

Arlington, TX 76010

UNT Health P.O. Box 99335 Ft. Worth, TX 76199

United Revenue Corp

xxx1731 204 Billings St Suite 120

Arlington, TX 76010

US Anesthesia Partners

xxxx8889

PO Box 840855

Dallas, TX 75284-0855

United Revenue Corp

xxx7289 204 Billings St

Suite 120 Arlington, TX 76010 Vance & Huffman Llc

xxxx3101

55 Monette Pkwy Ste 100 Smithfield, VA 23430

United Revenue Corp

xxx0219 204 Billings St Suite 120

Arlington, TX 76010

United Revenue Corp

xxx0406 204 Billings St Suite 120

Arlington, TX 76010

Verizon Wireless xxxxxxxxxx0001

Attn: Verizon Wireless Bankruptcy

Admini

500 Technology Dr, Ste 550 Weldon Spring, MO 63304

Wise Credit Llc

xx6670

200 W Thompson St Decatur, TX 76234

United Revenue Corp

xxx1732 204 Billings St Suite 120

Arlington, TX 76010

Wise Emergency Medical Associates

P.O. Box 830

San Antonio, TX 78293-0830

United Revenue Corp xxx1815

204 Billings St Suite 120

Arlington, TX 76010

Leinart Law Firm

11520 N. Central Expressway

Suite 212

Dallas, Texas 75243

Bar Number: **00794156** Phone: **(469) 232-3328**

IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

Revised 10/1/2016

IN RE: Jason Ray French

xxx-xx-7641

CASE NO: 18-44931-elm-13

1312 Constance Drive

§ §

Fort Worth, TX 76131

§

Kylee Wayne Williams

xxx-xx-9675

1312 Constance Drive Fort Worth, TX 76131

Debtor(s)

AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTSDATED: 1/11/2019

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount Variable Plan Payments. See Monthly Schedule					
Disbursements	First (1)	Second (2) (Other)			
Account Balance Reserve	\$5.00	\$5.00 carried forward			
Trustee Percentage Fee	\$49.50	See below*			
Filing Fee	\$0.00	See below*			
Noticing Fee	\$186.90	See below*			
Subtotal Expenses/Fees	\$241.40	See below*			
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	\$258.60	See below*			

CREDITORS SECURED BY VEHICLES (CAR CREDITORS):

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
CarMax Auto Finance	2016 Chrysler Town & Country	\$21,511.00	\$19,265.00	1.25%	\$240.81

Total Adequate Protection Payments for Creditors Secured by Vehicles:

\$240.81

CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):

			Scheduled	Value of	
Name	Collateral	Start Date	Amount	Collateral	Payment Amount

Payments for Current Post-Petition Mortgage Payments (Conduit):

\$0.00

CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:

				Adequate	Adequate
		Scheduled	Value of	Protection	Protection
Name	Collateral	Amount	Collateral	Percentage	Payment Amount

Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle:

\$0.00

TOTAL PRE-CONFIRMATION PAYMENTS

First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:

Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:

\$240.81

Debtor's Attorney, per mo:

\$17.79

Adequate Protection to Creditors Secured by other than a Vehicle, per mo:

\$0.00

Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo: Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:

\$240.81

\$0.00

Debtor's Attorney, per mo: Adequate Protection to Creditors Secured by other than a Vehicle, per mo: See Monthly Schedule below* \$0.00

*Monthly Schedule

Month	Plan Payment	Account Balance Reserve	Trustee Percentage Fee	Filing Fees	Noticing Fees	Subtotal Expenses/ Fees	Available	Available for APD	Available for Attorney
1	\$500.00	\$5.00	\$49.50	\$0.00	\$186.90	\$241.40	\$258.60	\$240.81	\$17.79
2	\$500.00		\$50.00			\$50.00	\$450.00	\$240.81	\$209.19
3	\$718.00		\$71.80			\$71.80	\$646.20	\$240.81	\$405.39
4	\$718.00		\$71.80			\$71.80	\$646.20	\$240.81	\$405.39
5	\$718.00		\$71.80			\$71.80	\$646.20	\$240.81	\$405.39
6	\$718.00		\$71.80			\$71.80	\$646.20	\$240.81	\$405.39
7	\$718.00		\$71.80			\$71.80	\$646.20	\$240.81	\$405.39
8	\$718.00		\$71.80			\$71.80	\$646.20	\$240.81	\$405.39
9	\$718.00		\$71.80			\$71.80	\$646.20	\$240.81	\$405.39
10	\$718.00		\$71.80			\$71.80	\$646.20	\$240.81	\$405.39
11	\$718.00		\$71.80			\$71.80	\$646.20	\$240.81	\$229.90

Order of Payment:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 1/11/2019

/s/ Marcus Leinart

Attorney for Debtor(s)

IN RE: Jason Ray French CASE NO. 18-44931-elm-13 **Kylee Wayne Williams**

> CHAPTER 13

Certificate of Service

I hereby certify that on this date, I did serve a true and correct copy of the foregoing to the following interested parties and those listed on the attached matrix by United States Mail, First Class:

1/11/2019 /s/ Marcus Leinart Date:

Marcus Leinart

Attorney for the Debtor(s)

Aaron's Sales & Lease Applied Bank **CMRE Financial Services**

Attn: Bankruptcy Attn: Bankruptcy Attn: Bankruptcy

PO Box 17125 3075 E Imperial Hwy Ste 200 PO Box 100039

Kennesaw, GA 30156 Wilmington, DE 19850 Brea, CA 92811

Blakely Witt & Assoc Ad Astra Recovery Comcast

802 Highway 80 East 7330 West 33rd Street North Po Box 650063

Suite 118 Attn: Credit Dept. Dallas, TX 75265-0063 Wichita, KS 67205 Mesquite, TX 75149

AMCA Capital One Commonwealth Financial Systems

4 Westchester Plaza Ste. 110 Attn: Bankruptcy Attn: Bankruptcy Elmsford, NY 10523 PO Box 30285 245 Main Street

Dickson City, PA 18519 Salt Lake City, UT 84130

AMCA/American Medical Collection CarMax Auto Finance Conn's Appliance Inc

Attn: Bankruptcy c/o Becket and Lee LLP Agency Attention: Bankruptcy PO Box 440609 PO Box 3002

4 Westchester Plaza, Suite 110 Kennesaw, GA 30160 Malvern PA 19355-1245 Elmsford, NY 10523

Applied Bank Convergent Outsourcing, Inc. Citicards

Po Box 17125 Citicorp Credit Services/Attn: Centraliz Attn: Bankruptcy

PO Box 790040 PO Box 9004 Wilmington, DE 19850 Renton, WA 98057 Saint Louis, MO 63179

IN RE: Jason Ray French CASE NO. 18-44931-elm-13 **Kylee Wayne Williams**

> CHAPTER 13

Certificate of Service

(Continuation Sheet #1)

Jefferson Capital Systems, LLC

PO Box 1999

Saint Cloud, MN 56302

Kylee Wayne Williams 1312 Constance Drive

Fort Worth, TX 76131

Lone Star Radiology

P.O. Box 730693

Dallas, TX 75373

Attn: Bankruptcy

Mariner Finance

Greenville, SC 29603

8211 Town Center Dr

Nottingham, MD 21236

PO Box 10497

Credit Acceptance **Emcare DFW Emergency Physicians** 25505 West 12 Mile Rd P O Box 13837

Suite 3000 Philadelphia, PA 19101

Southfield, MI 48034

Credit Collection Service **Financial Control Services**

Attn: Bankruptcy Attn: Bankruptcy PO Box 21626 PO Box 773 Needham, MA 02494 Waco, TX 76702

Credit One Bank Fingerhut Leinart Law Firm

Attn: Bankruptcy ATTN: Bankruptcy 11520 N. Central Expressway

PO Box 1250 PO Box 98873 Suite 212

Las Vegas, NV 89193 Saint Cloud, MN 56395 Dallas, Texas 75243

Credit Systems International, Inc

Attn: Bankruptcy PO Box 1088 Arlington, TX 76004 Helvey & Associates 1029 East Center St Warsaw, IN 46580

LVNV Funding/Resurgent Capital Discover Financial I C System Inc

PO Box 3025 Attn: Bankruptcy New Albany, OH 43054 P.O. Box 64378

St. Paul, MN 55164

Dish Network Internal Revenue Service

Centralized Insolvency Operations Dept 0063

Palatine, IL 60055-0063 PO Box 7346

Philadelphia, PA 19101-7346

Diversified Consultants, Inc. Jason Ray French Medical City Alliance Attn: Bankruptcy 1312 Constance Drive PO Box 743206 Atlanta, GA 30374-3206

PO Box 551268 Fort Worth, TX 76131 Jacksonville, FL 32255

IN RE: Jason Ray French CASE NO. 18-44931-elm-13
Kylee Wayne Williams

CHAPTER 13

Certificate of Service

(Continuation Sheet #2)

Medical Tox LabsOne Advantage, LLCSecurity Check5501 W. Gray St.7650 Magna Dr.Attn: Bankruptcy DeptTampa, FL 33609Belleville, IN 622232612 Jackson Ave WOxford, MS 38655

Merchants & Medical Credit Corp Pam Bassel Security Finance Corp ATTN: Bankruptcy 7001 Blvd 26, Suite 150 Attn: Bankruptcy 6324 Taylor Drive North Richland Hills, TX 76180 PO Box 1893

Flint, MI 48507 Spartanburg, SC 29304

MidAmerica Bank & Trust Company Propath Southwest Recovery Service
Attn: Bankruptcy P O Box 678175 Attn: Bankruptcy Dept

PO Box 400 Dallas, TX 75267-8175 17311 Dallas Pkwy #235 Dixon, MO 65459 Dallax, TX 75248

Midwest Recovery Systems

Questcard Medical

PO Box 899

Questcard Medical

Southwest Rehab Associates

PO Box 99082

2701 W. 15th St, Ste 629

Florissant, MO 63032 Las Vegas, NV 89193 Plano, TX 75075

Nationwide Recovery Radiological Assoc Speedy Cash

501 Shelley Dr Ste 300 PO Box 740968 Attn: Bankruptcy Dept. Tyler, TX 75701 Dallas ,TX 75374 PO Box 780408 Wichita, KS 67278

North Texas Surgical Specialist

Reliant Energy

Sunbelt Credit

800 8th Ave. Ste. 306

PO Box 650475

Fort Worth, TX 76104-2602

Dallas, TX 75265-0475

Sunbelt Credit

Attn: Bankruptcy

208 E. Main St.

Spartanburg, SC 28306

NTTA Sam's Appliances & Furniture Synerprise Consulting Services, Inc

PO Box 660244 Attn: Bankruptcy Attn: Bankruptcy

Dallas, TX 75266-0244 5050 East Belknap Street 5651 Broadmoor St Haltom City, TX 76117 Mission, KS 66202

IN RE: Jason Ray French **Kylee Wayne Williams**

CASE NO. 18-44931-elm-13

CHAPTER 13

Certificate of Service

(Continuation Sheet #3)

Tempoe, LLC dba Why Not Lease It

1750 Elm Street Suite 1200 Manchester, NH 03104

TXU/Texas Energy Attn: Bankruptcy PO Box 650393

Dallas, TX 75265

Wise Emergency Medical Associates

P.O. Box 830

San Antonio, TX 78293-0830

Texas Health Harris Methodist

PO BOx 916051

Ft Worth, TX 76191-6051

United Revenue Corp 204 Billings St

Suite 120

Arlington, TX 76010

Texas Health Physicians Group

P.O. Box 732262 Dallas, TX 75373-2262 **UNT Health** P.O. Box 99335 Ft. Worth, TX 76199

Texas Medicine Resources

PO Box 8549

Ft Worth, TX 76124-0549

US Anesthesia Partners

PO Box 840855

Dallas, TX 75284-0855

Texas Pain Institute 1000 Lipscomb Ste. 110 Fort Worth, TX 76104-3182 Vance & Huffman Llc 55 Monette Pkwy Ste 100 Smithfield, VA 23430

Texas Radiology Associates

PO Box 2285

Indianapolis, IN 46206-2285

Verizon Wireless

Attn: Verizon Wireless Bankruptcy

Admini

500 Technology Dr, Ste 550 Weldon Spring, MO 63304

Transworld System Inc Attn: Bankruptcy PO Box 15618 Wilmington, DE 19850

Wise Credit Llc 200 W Thompson St Decatur, TX 76234